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**M. STEPHEN JONES**  
County Recorder

MC Merced County

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**RECORDING REQUESTED BY:**  
Board of Supervisors

Doc#: 2007-001243



<b>Titles:</b>	1	<b>Pages:</b>	22
<b>Fees</b>	0.00		
<b>Taxes</b>	0.00		
<b>Other</b>	0.00		
<b>PAID</b>	\$0.00		

**RETURN TO:**

Merced County Board of Supervisors  
2222 "M" Street  
Merced CA 95340

**DOCUMENT TITLE(S)**

**QUITCLAIM DEED  
CONTRACT NO. 2006320**



Recording Requested by,  
and when recorded mail to:

County of Merced  
2222 M Street  
Merced CA 95340

Exempt from Documentary Transfer Tax  
Rev. & Tax. Code §11922

Mail Tax Statements to:

County of Merced  
2222 M Street  
Merced CA 95340

QUITCLAIM DEED.

CERCLA 120(h) NOTICES, COVENANTS,

and ENVIRONMENTAL RESTRICTIONS

(Former Castle Air Force Base Non-Aviation Parcels)

**I. PARTIES**

THIS DEED is made and entered into this 8th day of December, 2006, by and between THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder (the "Grantor"), and Merced County, a political subdivision of the State of California (the "Grantee"). When used in this Quitclaim Deed, "Grantor" includes the assigns of the Grantor and "Air Force" includes any successor entity to the Department of the Air Force or any successor to the Secretary of the Air Force, and "Grantee" includes the successors and assigns of the Grantee.

**II. CONSIDERATION AND CONVEYANCE**

WITNESSETH, THAT in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby release and forever quitclaim to the Grantee all that real property situated in County of Merced, and State of California, as described, with exceptions as noted, in Exhibit A to this Deed and graphically depicted on Exhibit B.

Former Castle AFB, CA  
MERCED COUNTY CONTRACT NO. 2006-320

1 of 10

Parcel A-1 Deed

### III. APPURTENANCES

TOGETHER WITH all the buildings and improvements erected thereon, except for monitoring wells, treatment wells, and treatment facilities and related piping, and all and singular the tenements, hereditaments, appurtenances, and improvements hereunto belonging, or in any wise appertaining (which, together with the real property above described, is called the "Property" in this Deed).

### IV. EXCEPTIONS

AND EXCEPTING THEREFROM any and all electrical distribution systems, natural gas distribution systems, telecommunication systems, potable water supply systems, sanitary sewer systems, storm drain systems, here after ("System") located within the Property.

### V. RESERVATIONS

A. RESERVING UNTO THE Grantor all oil, gas, and other mineral resources of any kind or nature in the mineral estate of the Property, provided, however, that such reservation is without surface right of entry or extraction rights.

B. RESERVING UNTO THE Grantor, including the United States Environmental Protection Agency ("EPA") and the State of California (the "State"), and its and their respective officials, agents, employees, contractors, and subcontractors, the right of access to the Property (including the right of access to, and use of, utilities at reasonable cost to the Grantor), for the following purposes, either on the Property or on adjoining lands, and for such other purposes consistent with the Installation Restoration Program ("IRP") of the Grantor or the Federal Facility Agreement ("FFA"), if applicable:

1. To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings, and other activities related to the IRP or FFA, if applicable.
2. To inspect field activities of the Grantor and its contractors and subcontractors in implementing the IRP or the FFA, if applicable.
3. To conduct any test or survey required by the EPA or the State relating to the implementation of the IRP or FFA, if applicable, or to verify any data submitted to the EPA or the State by the Grantor relating to such conditions.
4. To conduct, operate, maintain, or undertake any other response, corrective, or remedial action as required or necessary under the IRP or the FFA, if applicable, or the covenant of the Grantor in paragraph VIII.A. of this Deed, but not limited to, the installation of monitoring wells, pumping wells, and treatment facilities.



5. To monitor any environmental restrictive use covenants in this Deed and the effectiveness of any other land use or institutional control established by the Air Force on the Property, either by itself, by its contractor, by any public entity, including the State, or by a private entity registered in the State to monitor environmental covenants.

C. AND RESERVING UNTO the Systems owner(s), a perpetual, non-exclusive easement fifty (50) feet in width, twenty-five (25) feet on each side of the center line for any existing sanitary sewer system that may exist on the deeded Property; for the purpose of inspecting, repairing, maintaining, replacing, renewing, relocating, and removing such existing System. The legal description for this easement and a map with its graphical depiction are at Exhibit C. Use of any of the forgoing easement for any other purpose or with any other terms and conditions must be made by prior agreement with the underlying fee owner.

## VI. CONDITION

A. The Grantee agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances, whether or not of record.

B. The Grantee acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed, "as is," "where is," without any representation, promise, agreement, or warranty on the part of the Grantor regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs, or additions. The Grantee further acknowledges that the Grantor shall not be liable for any latent or patent defects in the Property, except to the extent required by applicable law.

## VII. PERSONAL COVENANT

### Statutory Lead-Based Paint ("LBP") Covenant.

A. The Property may include improvements that are presumed to contain LBP because they are thought to have been constructed prior to 1978. The Grantee hereby acknowledges the required disclosure in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. Section 4852d (Title X), of the presence of any known LBP and/or LBP hazards in target housing constructed prior to 1978. This disclosure includes the receipt of available records and reports pertaining to LBP and/or LBP hazards; receipt of the lead hazard information pamphlet; and inclusion of the 24 C.F.R. Part 35 and 40 C.F.R. Part 745 disclosure and lead warning language in the Title X Lead-Based Paint Disclosure Statement with the Economic Development Conveyance (EDC).

B. The Grantee covenants and agrees that, in any improvements on the Property defined as target housing by Title X and constructed prior to 1978, LBP hazards will be disclosed to potential occupants in accordance with Title X, 24 C.F.R. Part 35, and 40 C.F.R. Part 745, before use of such improvements as a residential dwelling (as defined in Title X). Further, the Grantee

covenants and agrees that LBP hazards in target housing constructed prior to 1960 will be abated in accordance with Title X before use and occupancy as a residential dwelling. "Target housing" means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than six [6] years of age resides, or is expected to reside, in such housing) or any zero-bedroom dwelling.

C. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with Title X and all applicable Federal, State, and local laws and regulations relating to LBP. The Grantee acknowledges that the Grantor assumes no liability for damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with LBP on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

#### VIII. NOTICES AND COVENANTS RELATED TO SECTION 120(h)(3) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA) (42 U.S.C. §9620(h)(3))

A. Pursuant to Section 120(h)(3)(A)(i) of CERCLA, the following is notice of hazardous substances on the Property, and a description of remedial action concerning the Property.

1. The Grantor has made a complete search of its files and records. Exhibit D contains a table with the name of hazardous substances stored for one year or more, or known to have been released or disposed of, on the Property; the quantity in kilograms and pounds of the hazardous substance stored for one year or more, or known to have been released, or disposed of, on the Property; and the date(s) on which such storage, release, or disposal took place.

2. A description of the remedial action(s) taken by the Grantor on the Property regarding hazardous substances is also contained in Exhibit D.

3. Pursuant to Section 120(h)(3)(A)(ii) of CERCLA, the United States covenants and warrants:

(a) that all remedial action necessary to protect human health and the environment with respect to hazardous substances remaining on the Property has been taken before the date of this Deed; and

(b) any additional remedial action found to be necessary after the date of this Deed for contamination on the Property existing prior to the date of this Deed will be conducted by the United States.

This warranty will not apply in any case in which any grantee of the Property, or any part thereof, is a potentially responsible party with respect to the Property before the date on which any grantee acquired an interest in the Property, or is a potentially responsible party as a



result of an act or omission affecting the Property. For the purposes of this warranty, the phrase "remedial action necessary" does not include any performance by the United States, or payment to the Grantee from the United States, for additional remedial action that is required to facilitate use of the Property for uses and activities prohibited by those environmental use restrictive covenants set forth in paragraph VIII.B. below, as may be modified or released pursuant to paragraph VIII.C.

4. The United States has reserved access to the Property in paragraph V. of this Deed in order to perform any remedial or corrective action as required by CERCLA Section 120(h)(3)(A)(iii).

#### **NOTICE**

#### **BREACH OF ANY ENVIRONMENTAL USE RESTRICTIVE COVENANT IN PARAGRAPH VIII.B. BELOW, MAY AFFECT THE FOREGOING WARRANTY**

##### **B. Environmental Use Restrictive Covenants.**

1. For purposes of the environmental use restrictive covenants in this subparagraph, the term "Property" includes any part of the Property specifically described in Exhibit A to this Deed to which one or more of these environmental restrictive covenants may apply.

2. The following environmental use restrictive covenant in this subparagraph is being created to protect human health and the environment against a residual contaminant as a component of the remedial action taken in subparagraph A.2. above:

**Groundwater.** Grantee is notified a groundwater TCE plume exceeding the MCL remains beneath portions of the Property. Grantee covenants and agrees that it is prohibited from drilling groundwater wells within the Property until the contaminated groundwater plume beneath the Property is remediated. Grantee acknowledges that the right to extract groundwater is not conveyed by this Deed. Grantee covenants and agrees that it will not conduct or allow others to conduct activities that would cause disturbance of any equipment or systems associated with groundwater remediation or monitoring. Grantee covenants and agrees that it will not conduct or allow others to conduct activities that would limit access to any equipment or systems associated with groundwater remediation or monitoring.

3. It is the intent of the Grantor and the Grantee that the Environmental Use Restrictive Covenant(s) in this subparagraph bind the Grantee and shall run with the land. It is also the intent of the Grantor and the Grantee that the Grantor will retain the right to enforce any restrictive covenant in this subparagraph through the chain of title, in addition to any State law that requires the State to enforce any restrictive covenant in this subparagraph. The Grantee covenants to insert all of this subparagraph in any deed to the Property that it delivers.

### C. Release of Environmental Use Restrictive Covenant(s).

1. The Grantee may request from the United States a modification or release of one or more of the environmental use restrictive covenant(s) in whole or in part in this subparagraph, subject to the notification and concurrence or approval of the California State Department of Toxic Substance Control (DTSC), the California Regional Water Quality Control Board, Central Valley Region (RWQCB), and EPA Region IX. In the event the request of the Grantee for modification or release is approved by the United States, DTSC, RWQCB, and EPA Region IX, the United States agrees to modify or release the covenant (the "Covenant Release") giving rise to such environmental use restriction in whole or in part. The Grantee understands and agrees that all costs associated with the Covenant Release shall be the sole responsibility of the Grantee, without any cost whatsoever to the United States. The United States shall deliver to the Grantee in recordable form the Covenant Release. The execution of the Covenant Release by the United States shall modify or release the environmental use restrictive covenant with respect to the Property in the Covenant Release.

2. In the event that the environmental use restrictive covenants contained in this subparagraph are no longer necessary, the United States will record any appropriate document modifying or removing such use restrictions, as appropriate.

## IX. OTHER COVENANTS

### A. General Lead-Based Paint and Lead-Based Paint-Containing Materials and Debris (collectively "LBP").

1. Lead-based paint was commonly used prior to 1978 and may be located on the Property. The Grantee is advised to exercise caution during any use of the Property that may result in exposure to LBP.

2. The Grantee covenants and agrees that in its use and occupancy of the Property, the Grantee is solely responsible for managing LBP, including LBP in soils, in accordance with all applicable Federal, State, and local laws and regulations. The Grantee acknowledges that the Grantor assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, contact, disposition, or other activity involving LBP on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured. The Grantee further agrees to notify the Grantor promptly of any discovery of LBP in soils that appears to be the result of Grantor activities and that is found at concentrations that may require remediation. The Grantor hereby reserves the right, in its sole discretion, to undertake an investigation and conduct any remedial action that it determines is necessary.



#### B. Asbestos-Containing Materials (ACM).

The Grantee is warned that the Property may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground that may contain ACM. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with all applicable Federal, State, and local laws relating to asbestos. The Grantee is cautioned to use due care during property development activities that may uncover pipelines or other buried ACM. The Grantee covenants and agrees that it will notify the Grantor promptly of any potentially friable ACM that constitutes a release (or potential release) under the federal Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.). The Grantor's responsibility under this Deed for friable ACM is limited to friable ACM in demolition debris associated with past Air Force activities and is limited to the actions, if any, to be taken in accordance with the covenant contained in paragraph VIII.A. herein. The Grantee is warned that the Grantor will not be responsible for removing or responding to ACM in or on utility pipelines. The Grantee acknowledges that the Grantor assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

#### C. Polychlorinated Biphenyls (PCBs).

Grantee is warned buildings, facilities, and equipment may contain PCBs within fluorescent light fixture ballasts. The Grantee covenants that in its use and occupancy of the Property, it will comply with all applicable federal, state, and local laws relating to PCBs contained in fluorescent light fixture ballasts. Further, the Grantee acknowledges the United States assumes no liability for damages for personal injury, illness, disability or death to the Grantee, Grantee's employees or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with PCBs contained in fluorescent light fixture ballasts on the Property, regardless of whether the Grantee has properly warned, or failed to properly warn, the persons injured.

#### D. Discharge Area 6 (DA-6). (see Exhibit E)

Grantee is notified that DA-6 is the location of the former industrial wastewater evaporation pond that received industrial wastewater from about 1960 to 1977. The pond was approximately 2 feet deep and covered about 1.5 acres. DA-6 was in use until 1977 when it was closed, filled with soil, and re-vegetated. Sampling conducted in 2002, 2003 and 2004 did not detect any contaminants that exceed cleanup levels and the site does not pose an adverse risk for indoor air vapor intrusion based on California Environmental Protection Agency's Human Health Screening Levels (CHHSLs) dated January 2005. A thin (1-inch or less) layer of stained soil was sporadically encountered at the site and is assumed to represent the former bottom of the pond. Soil sample results for the site indicate that the sporadic, thin layer of stained soil contains petroleum products. Due to the limited occurrence of petroleum detections, and because the



sporadic stained soil layer represents an insignificant portion of the soil, DA-6 does not pose an adverse risk to human health or the environment unless excavated and improperly handled. Grantee covenants for itself and its successors and assigns that it will not use that portion of the Property designated as DA-6 for residential purposes (permanent or temporary, including mobile or modular homes), for traditional or private schools for any persons under 18 years of age, for day care for children, or for a hospital for human care.

#### E. Non-Discrimination.

The Grantee covenants not to discriminate upon the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the Property is on premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property.

#### F. Hazards to Air Navigation.

Prior to commencing any construction on, or alteration of, the Property, the Grantee covenants to comply with 14 C.F.R. Part 77 entitled "Objects Affecting Navigable Airspace," under the authority of the Federal Aviation Act of 1958, as amended.

### **X. MISCELLANEOUS**

A. Except for the personal covenant in paragraph VII. above, each covenant of this Deed shall inure to the benefit of the Grantor; shall be binding upon the Grantee; shall be deemed to touch and concern the land; and shall run with the land.

B. It is the intent of the Grantor and the Grantee that the covenant in paragraph VII. is personal only between the Grantor and the Grantee, and it is not intended to run with the land or to bind the successors and assigns of the Grantee.

### **XI. EXHIBITS**

The following Exhibits are attached to and made a part of this Deed:

- A. Legal Description
- B. Map of the Property
- C. Description and Map of Easement Location
- D. Notice of Hazardous Substances and Remedial Action Taken
- E. Location Map of Discharge Area 6 (DA-6)

IN WITNESS WHEREOF, I have hereunto set my hand at the direction of the Secretary of the Air Force, the day and year first above written.

THE UNITED STATES OF AMERICA

By: Kathryn M. Halvorson  
KATHRYN M. HALVORSON  
Director  
Air Force Real Property Agency

Certificate of Acknowledgment

Commonwealth of Virginia :  
County of Arlington :  
ss.

On December 8, 2006, before me, Karin A. Francis, a Notary Public, personally appeared Kathryn M. Halvorson, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the entity on behalf of which she acted, executed the instrument.

Karin A. Francis  
Notary Public  
My commission expires on 9/30/2009.





Acceptance

The Grantee acknowledges delivery of this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

Date: December 19, 2006

COUNTY OF MERCED  
(Grantee)

By: 

Michael G. Nelson  
Chairman, Board of Supervisors

Attest:

DEMETERIOS O. TATUM, CLERK

BY:   
DEPUTY

Certificate of Grantee's Attorney

I, Walter W. Wall, acting as Attorney for the Grantee, do hereby certify that I have examined the foregoing Indenture and the proceedings taken by the Grantee relating thereto, and find that the acceptance thereof by the Grantee has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of California, and further, that, in my opinion, the Indenture constitutes a legal and binding compliance obligation of the Grantee in accordance with the terms thereof.

Dated at Merced, California, this 19<sup>th</sup> day of December, 2006.

By: 

Title: Deputy County Counsel

STATE OF CALIFORNIA

COUNTY OF MERCED

)  
)  
)  
s.s.

On this 19th day of December, 2006, before me, DEMITRIOS O. TATUM, Clerk of the Board of Supervisors, personally appeared *Michael G. Nelson* known to me as Chairman of the Board of Supervisors to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that ~~she~~ executed the same in ~~her~~ authorized capacity(ies), and that by ~~her~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal at my office in said County the day and year in this certificate first above written.

DEMITRIOS O. TATUM, Clerk  
Board of Supervisors

By: \_\_\_\_\_

*[Signature]*  
Deputy





STATE OF CALIFORNIA

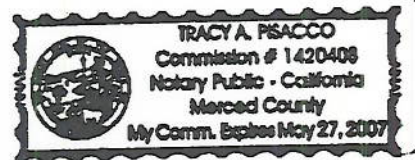
COUNTY OF MERCED

On December 19, 2006 before me, Tracy A. Pisacco a Notary Public  
(Name, Title of Officer)

Personally appeared Michael G. Nelson  
Personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
person~~(s)~~ whose Name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that  
he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~  
signature~~(s)~~ on the instrument the person~~(s)~~ or the entity upon behalf of which the person~~(s)~~  
acted, executed the instrument.

WITNESS my hand and official seal.

Tracy A. Pisacco  
(Signature of Notary Public)



**EXHIBIT A  
TO  
QUITCLAIM DEED  
AT  
FORMER CASTLE AIR FORCE BASE, CALIFORNIA  
Non-Aviation Deed**

All those portions of Sections 29, 30, 31 & 32 Township 6 South, Range 13 East, M.D.B.&M. and those portions of Sections 4 & 5, Township 7 South, Range 13 East, M.D.B.&M., County of Merced, State of California, being more particularly described as follows:

All that certain land conveyed to the United States of America described in the following documents and recorded in Merced County Records:

Volume 859, Official Records, Page 340,  
Volume 859, Official Records, Page 341,  
Volume 860, Official Records, Page 256,  
Volume 1082, Official Records, Page 360,  
Volume 1081, Official Records, Page 293,  
Volume 1081, Official Records, Page 331,  
Volume 1083, Official Records, Page 46,  
Volume 1083, Official Records, Page 75,  
Volume 1265, Official Records, Page 305,  
Volume 1428, Official Records, Page 7,  
Volume 1412, Official Records, Page 471,  
Volume 1421, Official Records, Page 296.

**ALL OF THE DOCUMENTS LISTED ABOVE, WHICH LIES SOUTHWESTERLY AND SOUTHERLY OF THE FOLLOWING, DESCRIBED LINE;**

COMMENCING at the Section corner common to Sections 29, 30, 31 and 32, Township 6 South, Range 13 East, Mount Diablo Meridian marked by a 2 inch inside diameter iron pipe with L.S. 7621 tag; thence North 00°28'04" East, 528.37 feet along the Section line common to said Sections 29 and 30 to the **TRUE POINT OF BEGINNING** of the aviation line, also being the South corner of "Tract 83" as described in "Declaration of Taking", recorded in Volume 1269 of Official Records at page 228, Merced County Records marked with a ¾ inch inside diameter iron pipe with L.S. 7621 tag; thence North 51°03'40" East, 75.97 feet to a ¾ inch inside diameter iron pipe with L.S. 7621 tag; thence South 38°56'20" East, 421.06 feet to a ¾ inch inside diameter iron pipe with L.S. 7621 tag; thence North 51°03'40" East, 273.74 feet to a ¾ inch inside diameter iron pipe with L.S. 7621 tag; thence South 38°56'20" East, 1,985.19 feet to a ¾ inch inside diameter iron pipe with L.S. 7621 tag; thence North 51°03'40" East, 64.93 feet to its intersection with a line parallel with and 1.00 foot Southwest of a chain link fence to a ¾ inch inside diameter iron pipe with L.S. 7621 tag; thence South 39°04'49" East, 542.40 feet along said line parallel with and 1.00 foot Southwest of a chain link fence to a



$\frac{3}{4}$  inch inside diameter iron pipe with L.S. 7621 tag; thence South  $49^{\circ}24'14''$  West, 67.55 feet along a line parallel with and 1.00 foot Northwest of a chain link fence to a  $\frac{3}{4}$  inch inside diameter iron pipe with L.S. 7621 tag; thence South  $37^{\circ}55'46''$  East, 37.70 feet along a line parallel with and 1.00 foot Southwest of a chain link fence to a  $\frac{3}{4}$  inch inside diameter iron pipe with L.S. 7621 tag; thence South  $06^{\circ}02'54''$  West, 40.56 feet along a line parallel with and 1.00 foot Southwest of a chain link fence to a  $\frac{3}{4}$  inch inside diameter iron pipe with L.S. 7621 tag; thence South  $25^{\circ}10'16''$  East, 78.61 feet along a line parallel with and 1.00 foot Southwest of a chain link fence to a  $\frac{3}{4}$  inch inside diameter iron pipe with L.S. 7621 tag; thence South  $39^{\circ}05'36''$  East, 559.22 feet along a line parallel with and 1.00 foot Southwest of a chain link fence and the Southeast projection thereof to a  $\frac{3}{4}$  inch inside diameter iron pipe with L.S. 7621 tag; thence South  $51^{\circ}03'40''$  West, 301.44 feet to a  $\frac{3}{4}$  inch inside diameter iron pipe with L.S. 7621 tag; thence South  $38^{\circ}56'20''$  East, 388.63 feet to its intersection with a line parallel with and 1.00 foot Northwest of a chain link fence to a  $\frac{3}{4}$  inch inside diameter iron pipe with L.S. 7621 tag; thence South  $51^{\circ}06'41''$  West, 265.52 feet along said line parallel with and 1.00 foot Northwest of a chain link fence to a  $\frac{3}{4}$  inch inside diameter iron pipe with L.S. 7621 tag; thence South  $38^{\circ}56'42''$  East, 666.96 feet along a line parallel with and 1.00 foot Southwest of a chain link fence and the Southeast projection thereof to a  $\frac{3}{4}$  inch inside diameter iron pipe with L.S. 7621 tag; thence North  $51^{\circ}03'40''$  East, 145.36 feet along a line parallel with and 1.00 foot Southwest of a chain link fence and the Southwest projection thereof to a  $\frac{3}{4}$  inch inside diameter iron pipe with L.S. 7621 tag; thence South  $39^{\circ}05'15''$  East, 685.19 feet along a line parallel with and 1.00 foot Southwest of a chain link fence and the Southeast projection thereof to a  $\frac{3}{4}$  inch inside diameter iron pipe with L.S. 7621 tag; thence North  $51^{\circ}03'40''$  East, 316.06 feet along a line parallel with and 1.00 foot Northwest of a chain link fence and the Southwest projection thereof to a  $\frac{3}{4}$  inch inside diameter iron pipe with L.S. 7621 tag; thence South  $38^{\circ}56'20''$  East, 1477.61 feet to a  $\frac{3}{4}$  inch inside diameter iron pipe with L.S. 7621 tag; thence along a tangent curve concave to the Southwest with a radius of 370.00 feet through a central angle of  $22^{\circ}12'32''$  and an arc length of 143.42 feet to a  $\frac{3}{4}$  inch inside diameter iron pipe with a L.S. 7621 tag; thence South  $16^{\circ}43'48''$  East, 88.94 feet to a  $\frac{3}{4}$  inch inside diameter iron pipe with L.S. 7621 tag; thence along a tangent curve concave to the west with a radius of 770.00 feet through a central angle of  $12^{\circ}30'16''$  and an arc length of 168.05 feet to a  $\frac{3}{4}$  inch inside diameter iron pipe with a L.S. 7621 tag; thence South  $04^{\circ}13'33''$  East, 164.56 feet to a  $\frac{3}{4}$  inch inside diameter iron pipe with L.S. 7621 tag; thence along a tangent curve concave to the Northeast with a radius of 230.00 feet through a central angle of  $86^{\circ}07'55''$  and an arc length of 345.76 feet to a  $\frac{3}{4}$  inch inside diameter iron pipe with L.S. 7621 tag; thence North  $89^{\circ}38'33''$  East, 619.45 feet to a  $\frac{3}{4}$  inch inside diameter iron pipe with L.S. 7621 tag; thence along a tangent curve concave to the Northwest with a radius of 370.00 feet through a central angle of  $34^{\circ}20'12''$  and an arc length of 221.74 feet to a  $\frac{3}{4}$  inch inside diameter iron pipe with L.S. 7621 tag; thence North  $55^{\circ}18'21''$  East, 186.69 feet to its intersection with a line parallel with and 30.00 feet South of the North line of said Section 4 to a  $\frac{3}{4}$  inch inside diameter iron pipe with L.S. 7621 tag; thence North  $89^{\circ}34'49''$  East, 71.78 feet along said line parallel with and 30.00 feet South of the North line of said Section 4 to the **POINT OF TERMINUS** and the end of the aviation line, also being the Northeast corner of that portion of land of Ann Gordo Perry And Pauline F. Gordo in the Northwest quarter of said Section 4 as described in Decree recorded in Volume 768 of Official records at page 391, Merced County Records, also being the Northeast corner of "Tract No. 101-2" as described in Deed, recorded in Volume 1421 of Official records at page 296, Merced County Records, marked by a  $\frac{3}{4}$  inch inside

diameter iron pipe with L.S. 7621 tag, said Northeast corner bears North  $89^{\circ}34'49''$  East, 623.40 feet from a point on the West line of said Section 4 that bears South  $00^{\circ}04'37''$  East, 30.00 feet from the section corner common to said Section 4, 5, 32 and Section 33, Township 6 South, Range 13 East, Mount Diablo Meridian marked by a 2 inch inside diameter iron pipe with L.S. 7621 tag.

Contains 563.61 acres, more or less.

**EXCEPTED THEREFROM;** the following described Land:

Area known as 'MERCED UNION HIGH SCHOOL DISTRICT WAREHOUSE LAND'

That portion of Section 32, Township 6 South, Range 13 East and Section 5, Township 7 South, Range 13 East, M.D.B.&M., County of Merced, State of California, (lying within the former Castle Air Force Base), more particularly described as follows:

**BEGINNING** a point which is N.  $89^{\circ}43'50''$  E. 2,301.49 feet and N.  $00^{\circ}14'28''$  W. 142.45 feet from the northwest corner of Section 5; thence the following:

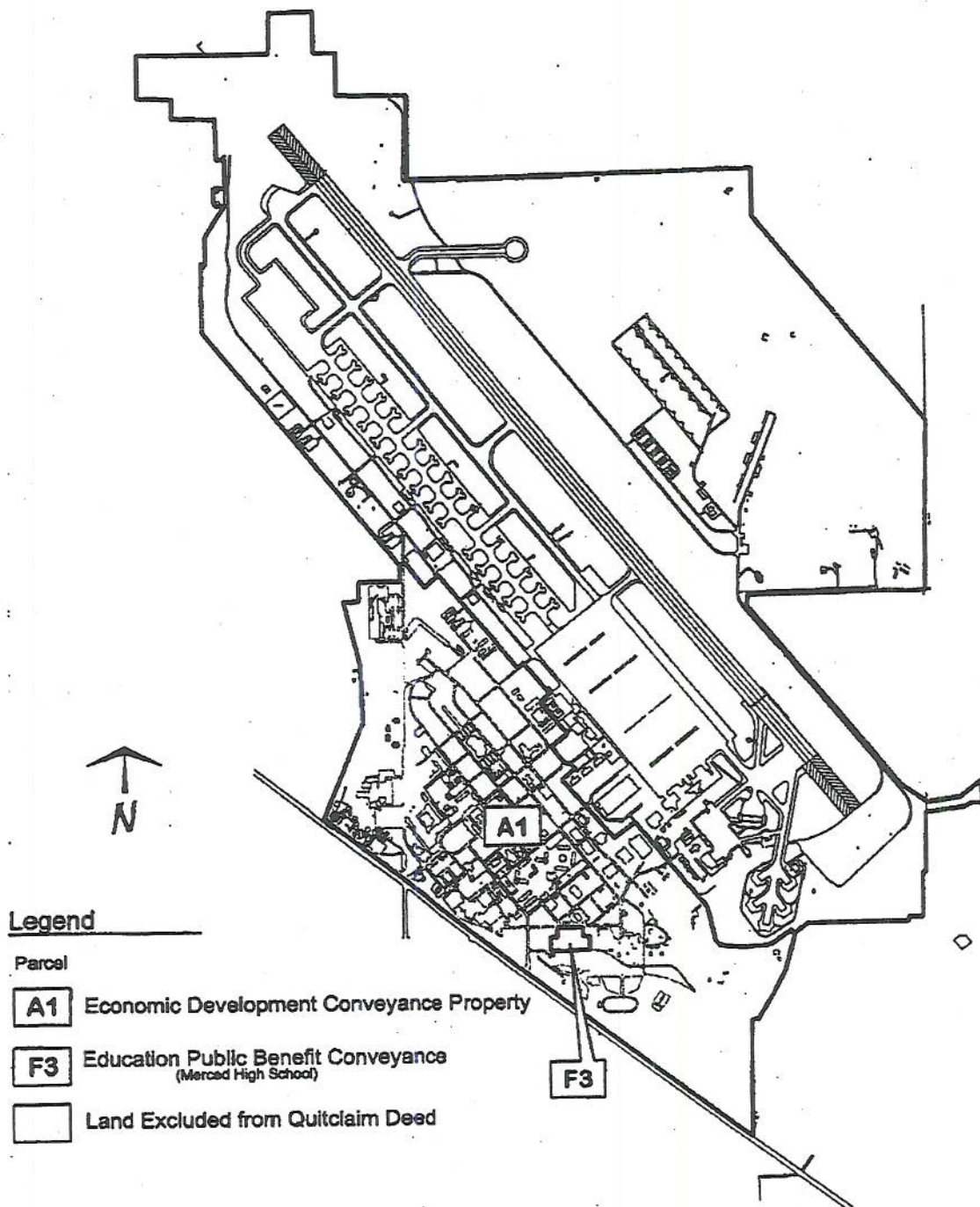
1. N.  $89^{\circ}45'32''$  E. 423.96 feet
2. S.  $00^{\circ}14'28''$  E. 103.20 feet
3. N.  $89^{\circ}45'32''$  E. 121.00 feet
4. S.  $00^{\circ}14'28''$  E. 217.44 feet
5. S.  $86^{\circ}55'36''$  W. 245.55 feet
6. S.  $89^{\circ}38'45''$  W. 171.94 feet
7. N.  $88^{\circ}38'39''$  W. 95.88 feet
8. N.  $87^{\circ}07'47''$  W. 99.51 feet
9. N.  $00^{\circ}14'28''$  W. 160.63 feet
10. N.  $89^{\circ}45'32''$  E. 67.43 feet
11. N.  $00^{\circ}14'28''$  W. 164.41 feet to the point of **BEGINNING**.

Contains 4.09 acres, more or less.

All land conveyed by this document is subject to easements and reservations of record, if any.



EXHIBIT B  
Map of Premises



Former Castle AFB, CA  
Parcel A-1 Deed

Exhibit B

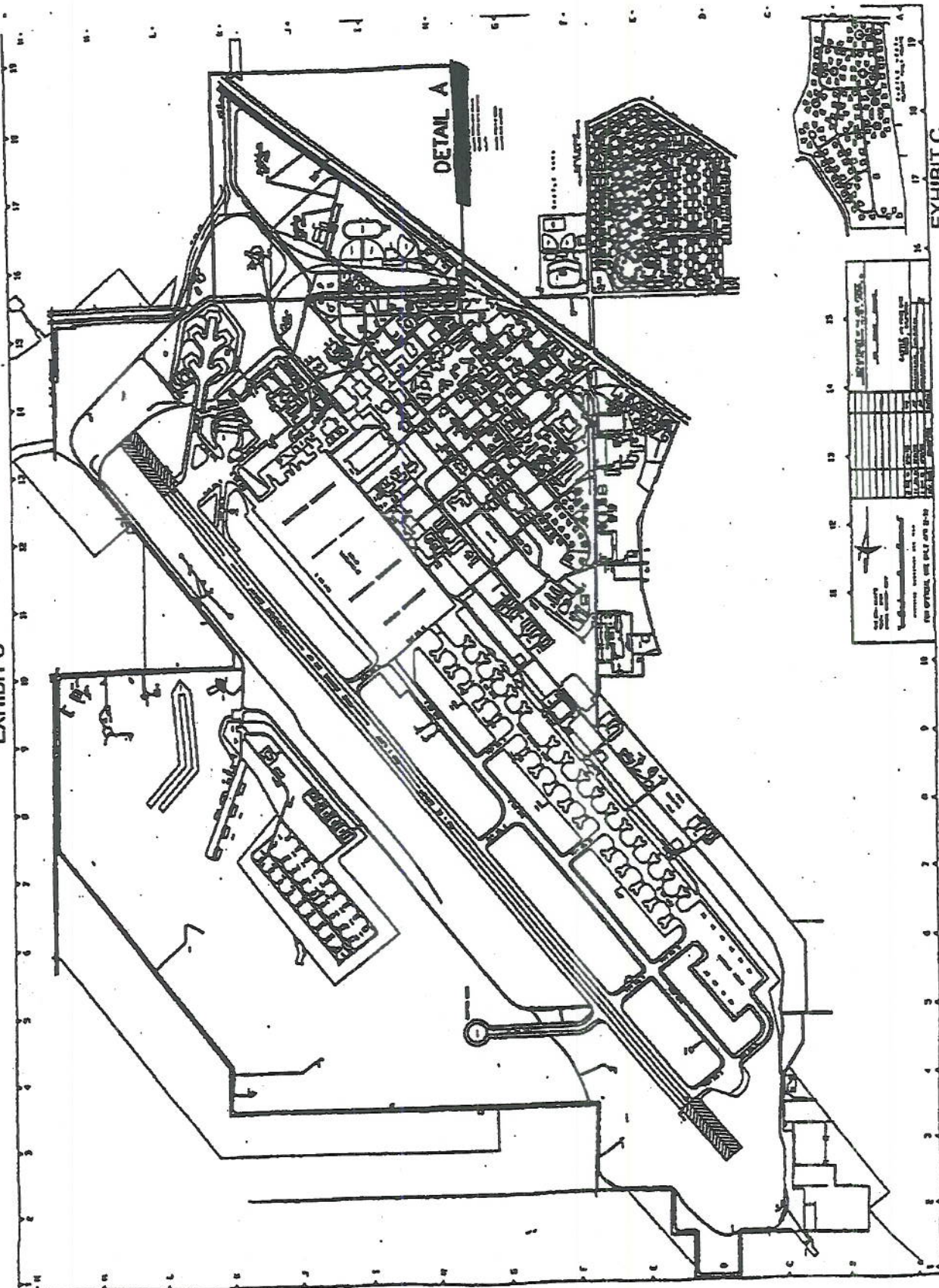
EXHIBIT C  
TO  
QUITCLAIM DEED  
AT  
FORMER CASTLE AIR FORCE BASE, CALIFORNIA

DESCRIPTION OF EASEMENT LOCATION

A parcel of land in the County of Merced, State of California, 50 foot x 4200 foot  $\pm$  easement situated in the Northeast quarter of the Northeast quarter of Section 5, Township 7 South, Range 13 East, M.D., B.&M., consisting of 4.8 acres, more or less.



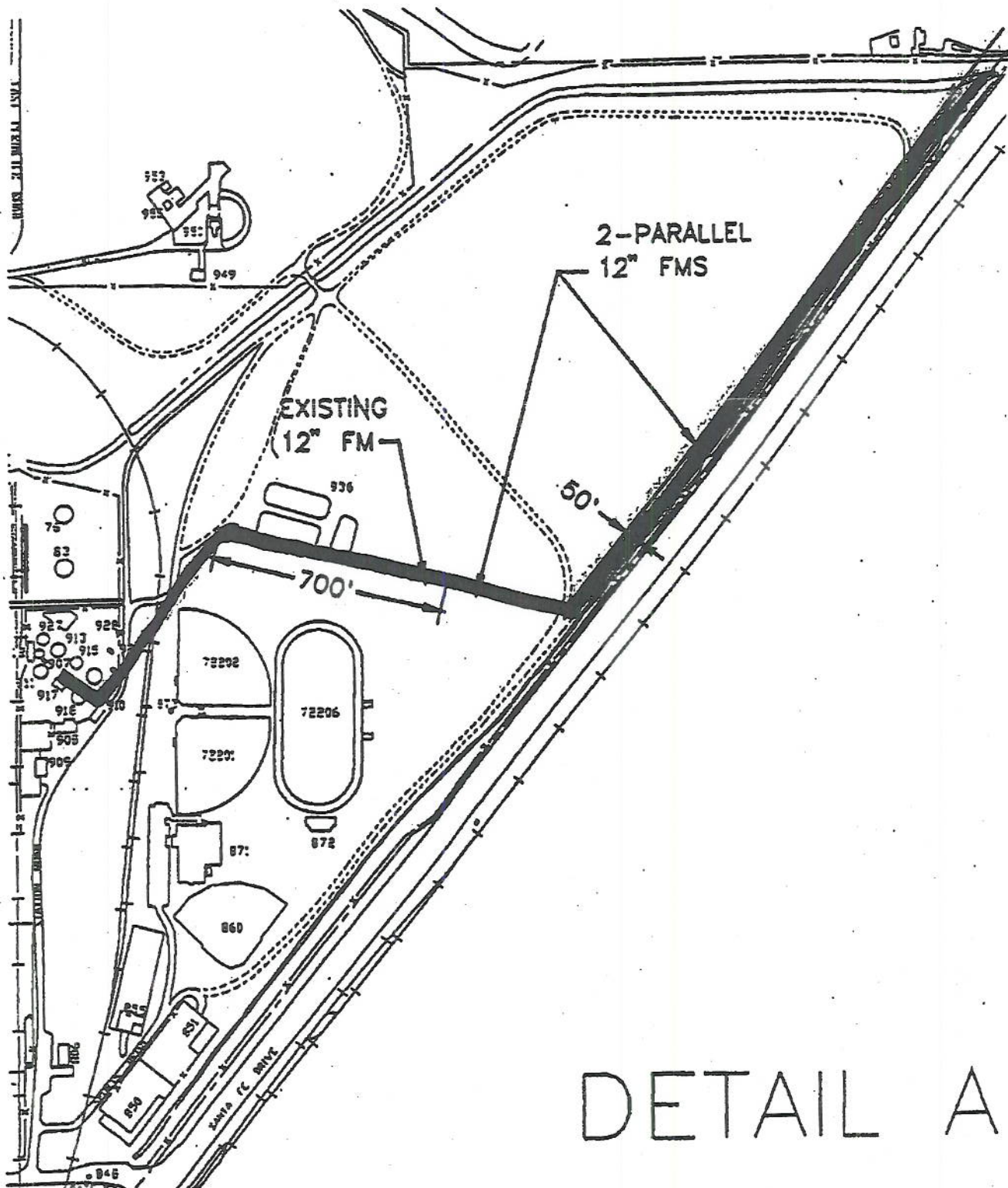
EXHIBIT C



Former Castle AFB, CA  
Parcel A-1 Deed

Exhibit C-1

EXHIBIT C



Former Castle AFB, CA  
Parcel A-1 Deed

DETAIL A

Exhibit C-2



# EXHIBIT D

## NOTICE OF HAZARDOUS SUBSTANCES RELEASED

Notice is hereby given that the information provided below from the SBEBS contains a notice of hazardous substances that have been stored for one year or more, disposed of or released on the Castle Airport County Parcels at Castle Air Force Base, and the dates that such storage/disposal/release took place. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or "Superfund") 42 U.S.C. section 9620(h).

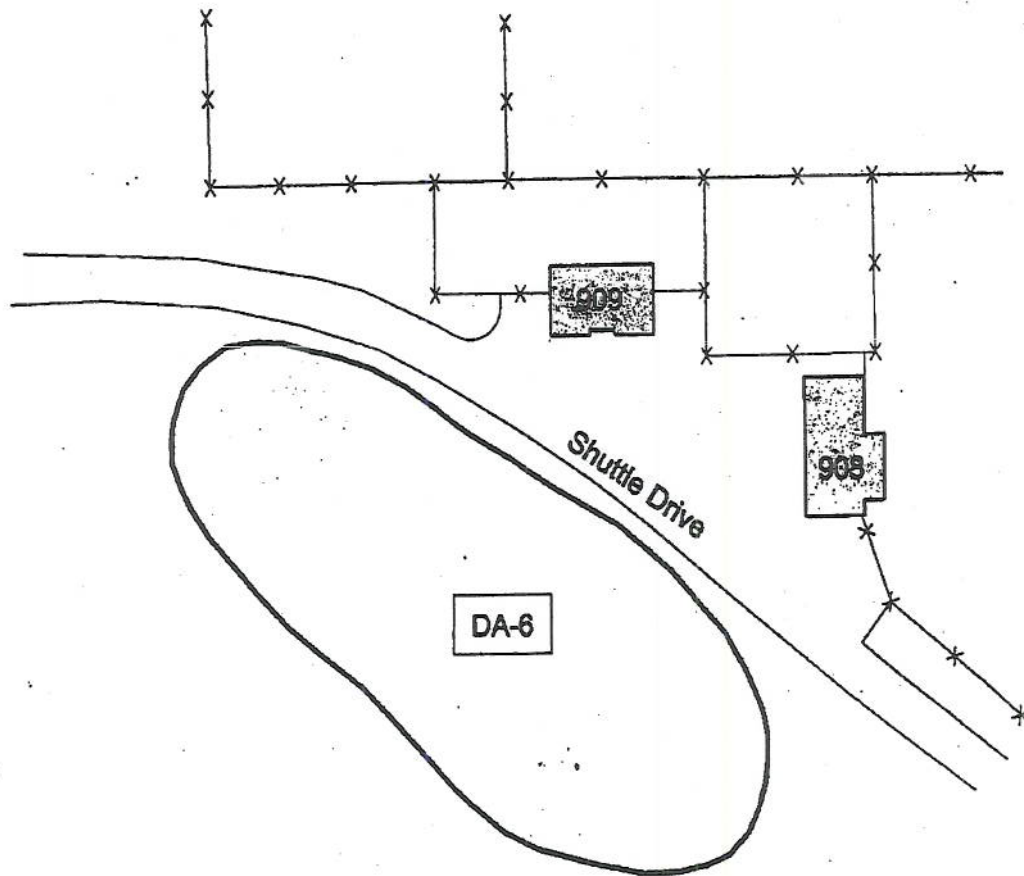
Hazardous Substances Released Castle Non-Aviation County Parcels							
Substance	Regulatory Synonym(s)	CAS Registry Number	Quantity (kg/lb)	Date	Hazardous Waste ID Number	Response	Remarks
Groundwater Plume							
TCE	trichloroethene	79-01-06	Total initial mass estimate for Main Base Plume is 2,500 lbs.	Release prior to 1978.	N/A	Remedial Action (groundwater pump and treat) was implemented in accordance with CB ROD Parts 1 and 2.	Details in CB ROD Parts 1 and 2, Demonstration of Remedial Actions Operating Properly and Successfully, and LTGSP 2003 Annual Report.
TCE	trichloroethene	79-01-06	Remaining mass estimate for Main Base Plume is 500 lbs (Q4/03).				

All hazardous substances listed in the BEBS were removed by the Defense Reutilization and Marketing Office (DRMO) in 1995. Except for potentially hazardous materials currently stored at leased property and identified in the VSI reports, all known hazardous substances have been removed and properly disposed of. The County of Merced is responsible for removal, testing and treatment of any hazardous substances at the leased property.

Remedial Action Taken: TCE groundwater plume is being removed by granular activated carbon (GAC) adsorption (pump and treat) and treated groundwater is re-injected outside the plume. The remediation treatment systems in place are operating properly and successfully. All remedial actions to protect human health and the environment, in accordance with CERCLA § 120(h)(3), are in place for the property.

EXHIBIT E

Discharge Area 6 (DA-6) Location Map



Legend

- Discharge Area 6 (DA-6)
- Buildings

Former Castle AFB, CA  
Parcel A-1 Deed

WHEN EMBOSSED, THIS IS CERTIFIED TO BE A TRUE COPY OF THE RECORDS  
OF THE MERCED COUNTY RECORDERS OFFICE, MERCED, CALIFORNIA.  
DATED: JAN 09 2007

Exhibit E

BY: Jennifer Padilla M. STEPHEN JONES  
RECORDER  
DEPUTY